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RICK HOGABOAM

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STADIUM SUBDIVISION NO. 2

Declaration of Covenants, Conditions, and Restrictions

Canyon County, Idaho

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STADIUM SUBDIVISION No. 2

THIS DECLARATION by Tradition Capital Partners, LLC, an Idaho corporation in good standing ("Declarant") is made and effective upon being recorded in the records of Canyon County, Idaho, based on the following facts.

RECITALS

A. Declarant owns the real property Known as Stadium Subdivision No. 2, recorded on 11/9/2025, Instrument No. 2025-09863 Book 59 of Plats, Page 10 situated in portion of the SW 1/4 of the NE 1/4, T4E2 N2W1/4 of SE 1/4, Canyon County, Idaho, ("Subdivision"), having 136 residential lots.

B. Declarant intends and desires to establish the Subdivision as a residential community with no commercial or industrial uses; and

C. Declarant desires to impose upon the Subdivision certain covenants, conditions, restrictions, and easements ("CC&Rs") for the benefit of present and future owners of Subdivision lots to assure the initial attractiveness of individual properties; to deter nuisances; to promote the desirability and values of the Subdivision; and to provide for the operation and maintenance of a homeowners' association.

NOW THEREFORE, Declarant, as owner of each Lot within the Subdivision, hereby agrees and declares that all Subdivision Lots shall be held, sold and conveyed subject to these CC&Rs that run with the Lots and shall be binding on and inure to the benefit of all individuals and entities now or hereafter owning or possessing an interest in any Lot.

Until Declarant no longer has an ownership interest in any Subdivision Lot, Declarant reserves the right to amend this Declaration at Declarant's sole discretion and without a vote of other Lot owners. The Declarant, any Lot owner, and/or the Association acting through its Board of Directors have the right to enforce these CC&Rs.

ARTICLE I

Definitions

Section 1. "Architectural Review Committee" and "Committee" mean and refer to the individuals appointed and responsible to review site and construction plans and sample materials for structures to be built on Lots in the Subdivision.

Section 2. "Association" means the Stadium Subdivision No. 2 HOA, Inc., a non-profit corporation formed to administer association business and manage association property in Stadium Subdivision No. 2.

Section 3. "Association Property" means the water rights and storm drainage windows that are meant to preserve water rights and properly dispose of storm water.

Section 4. "Lot" means that real property legally described by lot and block number as shown on the Subdivision's final plat.

Section 5. "Owner" means each Lot owner of record on file with the Assessor in Canyon County, Idaho and/or contract purchasers.

ARTICLE II

Easements and Utilities

Section 1. Utility easements are shown on the plat expressly for the purposes intended. Utility lines serving structures on individual Lots in the Subdivision must be buried.

Section 2. All roads are public and dedicated to Notus Parma Highway District #2 for future road maintenance.

Section 3. Owners shall provide on their respective Lots individual septic tanks and drain fields, permitted by the Southwest District Health Department, for sanitary sewage treatment, and a potable water well, permitted by the Idaho Department of Water Resources, for domestic culinary and other household purposes, including irrigation of up to one-half ($\frac{1}{2}$) acre as provided by Idaho Code 42-111(2), and as amended.

Section 4. No Owner shall park any vehicle or trailer, erect any structure or fence, plant any trees or vegetation, or do any other act or omission that obstructs or interferes with an easement-holder's use of the easement-holder's easement.

Section 5. A 6'-8' wide riding/running trail/pathway made of road mix has been installed by the Developer along the west side of Iron Horse Way that will continue through all phases of the subdivision that are open and accessible to the public. This pathway will be maintained by the subdivision's HOA per the Canyon County Development Agreement recorded in 2017. The trail will be cleaned and touched up at least once annually in the month of October of each year. The related cost for the maintenance will be included within the annual HOA dues assessment.

Section 6. The Stadium Subdivision No. 2 Homeowner's Association will work in coordination with Notus Parma Highway District No. 2 to ensure that roadside swales are maintained and protected.

ARTICLE III

Right-to-Farm

Right-to-Farm. All properties shown on this plat are in an agricultural area. The Subdivision is an area in which agricultural operations are ongoing and may include, but are not limited to, aerial spraying, the production of crops or operation of feed lots and/or dairies. All of these activities may result in the production of noise, odors, and other inconveniences that may involve lights or the use of machinery in the nighttime hours. Lot Owners are prohibited from challenging these activities when they are lawfully conducted.

ARTICLE IV

Architectural Review and Building Restrictions

ARCHITECTURAL REVIEW

Section 1. Declarant hereby forms an Architectural Review Committee ("Committee") of three individuals and appoints Spencer Kofoed, Tyler Hess, and Mike Conklin as initial members. Committee members serve until others are appointed to replace them. Owners of a Lot that is not in violation of these CC&Rs or delinquent in payment of assessments are eligible to be appointed a Committee member. Committee members may also be directors of the Association. Committee members are not entitled to any compensation for services performed.

Section 2. The Committee is a committee of the Association's Board of Directors and reports to the Board, which may adopt rules to govern the procedures of the Committee. Such rules shall be consistent with these CC&Rs and must govern matters such as design, materials, aesthetics, and location of improvements as specified in these CC&Rs.

Section 3. Prior to excavation, construction or placement of any structure on a Lot, the Committee must review and approve, approve conditionally or disapprove, construction plans and specifications, materials, and a plan showing the location of the existing and proposed structures (site plan).

When reviewing plans, specifications, and materials, the Committee shall consider the height of structures, harmony of the external design, materials and colors with existing structures on the Lot and in the Subdivision, and location of proposed structures with respect to topography, finished grade elevations and structures on adjoining Lots.

If the Committee fails within 14 work days to take action on plans or materials submitted to it, the plans or materials are deemed approved by the Committee.

Section 4. The Committee's duty is to review and approve, conditionally approve, or disapprove, in writing any of the following based on design, materials, siting (location), and aesthetics:

- A. Requests for approval of plans for a house, outbuilding, accessory structure, fence, wall, addition or exterior alteration to be constructed or erected on any Lot. Outbuildings and accessory structures shall be constructed of quality building materials, completely finished and/or painted on the outside, and shall be of quality and character that will be in harmony with the other buildings on the Lot, adjoining Lots, and the Lot(s) directly across the road or in the cul-de-sac, as applicable. Metal outbuildings with eaves and aesthetic aspects that coordinate with the attached residence are acceptable.
- B. Requests for approval of materials used on the roof and exterior siding of structures on Lots.
- C. Post and pole fencing that match the rural setting of this area are approved. Any variation will have to be approved upon request.
- D. Requests for siting, satellite dishes, TV or radio antennae, or any other visible addition on any Lot.
- E. Requests for approval of landscaping plans involving major landscaping or placement of trees.

All requests shall be considered from the perspective of creating and maintaining a harmonious continuity of design throughout the Subdivision. Things the Committee shall consider are: minimum square footage, height of structure, surrounding structures, topography, location, shape materials, setback requirements, and Lot boundaries, and roof pitches.

BUILDING RESTRICTIONS/REQUIREMENTS

1. Builders and Contractors. You or the Lot owner must submit the following items to the Architectural Committee for review and approval PRIOR TO commencing excavation, construction of a residence or outbuilding, modifying the exterior of an existing structure, constructing or installing a fixture in the front yard, or any other similar work.

- A. Two copies of construction or installation plans and specifications.
- B. Two copies of plans for fencing, landscaping, and other similar improvements by end of construction.
- C. Two samples of actual materials and colors to be used.
- D. Two copies of a scaled drawing showing existing and proposed driveways, structures, fencing, landscaping, and fixtures (site plan).

When reviewing plans, specifications, materials, and colors, the Committee will consider the height of structures, harmony of the external design, materials and color with existing structures on the Lot and other Lots in the Subdivision, and the location of the proposed structure with respect to setbacks, topography, finished grade elevations and neighboring homeowners' improvements. If the Committee fails to approve or disapprove plans, specifications, materials and colors within 14 work days from the date that a complete submission as described above were submitted to it, Committee approval is deemed granted and construction, alteration, remodel or installation may proceed.

Section 1. Lots shall be maintained at all times, before and after a dwelling is built on a Lot, including weeds managed, rodents controlled, and rubbish contained and removed.

Section 2. Dwellings shall:

- A. Be stick-built and constructed on site. Manufactured homes, mobile homes, prefabricated homes, modular homes, move-on homes, or other alreadybuilt, pre-built or pre-manufactured homes are prohibited.
- B. Have a minimum of two thousand two hundred (2,300) square feet if single story and one thousand seven hundred (1,800) square feet on the main floor and at least 600 square feet on the second floor if a two story. Note: Bonus rooms over garages do not count as 2nd story in the square footage requirements.
- C. Have a minimum of an attached three (3) car garage.
- D. Have trim of brick, stucco, or other similar masonry. Vinyl siding is prohibited.
- E. Bay windows, broken roof lines, gables, hip roofs, etc. are encouraged to provide architectural variety.
- F. Have roof materials of wood shake, tile, slate or dark architectural composite shingles with a minimum of 30-year life guarantee.

Section 3. Construction shall be diligently and continuously pursued once commenced and shall be completed within one year from the date construction begins. Owners shall cause construction trash, rubbish and scraps to be contained and disposed of to prevent it spreading over the Lot or onto other Lots.

Section 4. Unless otherwise approved in writing by the Committee, structures other than fences are prohibited between a dwelling and the public road adjoining a Lot.

Section 5. Landscaping: Front yard landscaping shall be completed on a Lot within 90 calendar days of occupying the dwelling, weather permitting. A minimum of three, two-inch caliper trees and 7,000 square feet of grass (sod or hydro-seeded area) is required per dwelling unit.

Section 6. Septic / Well / Fire Suppression: Approval of all sewage disposal systems installed shall be obtained from the Southwest District Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto. All domestic wells are the responsibility of each Lot owner. Each Lot owner shall be responsible to ensure their residence is protected by an automatic fire sprinkler system in accordance with NFPA 13D utilizing their own domestic well as required as part of the initial development agreement for Stadium Subdivision 2. Any modifications to these CCR's with regards to access road or water supply shall require notification and approval by the county development services and fire district.

Section 7. Mailbox: The post office is requiring cluster mailboxes for this subdivision and they sit at a common area at the front of the subdivision. The HOA will maintain these common areas and mailboxes.

ARTICLE V

Land Use Restrictions and Nuisances

Section 1. Agricultural Activities and Animals. : The Subdivision is located in an agricultural area. Agricultural activities, including livestock, cattle feeding, and farming take place on adjoining properties and areas. These activities may produce noise, odors, dust, insects, and include nighttime operations. Residents should follow county guidelines and the following conditions:

Prohibited Animals.: Animals for commercial use, documented vicious animals, intact male goats, breying donkeys, roosters and pigs are prohibited in the Subdivision.

Allowed Animals: The number of animals allowed per lot must comply with Canyon County ordinances.

Pets: Domestic dogs and cats are allowed, but numbers must be in compliance with County ordinances and ALL pets must be contained or kept on a leash at all times. Owners on their Lots shall control Pets at all times. Owners have the right to demand and enforce the removal of a Pet when that Pet consistently becomes a nuisance or causes damage or harm to an individual or property in the Subdivision.

Owners shall feed, water and care for their animals, and shall construct and maintain fences and/or pens to keep the animals on the Owner's Lot and from trespassing onto the property of others.

Section 2. Signs or displays are prohibited, except one (1) sign of customary design and size per Lot advertising that particular Lot for sale or rent.

Section 3. Garbage shall be kept in containers and, except the day of collection, shall be enclosed or generally screened from view from a public road. Owners at their own expense shall utilize commercial garbage collection services for routine pick ups and disposal.

Section 4. Fences shall be constructed of post and pole wood and must have a minimum of horizontal three rails, and must be approved by the Architectural Committee prior to installation. Any variation will have to be approved.

Section 5. Lots, or the buildings attached to them, are not to be used for commercial or industrial activities. Indoor home occupations are allowed when in compliance with the Canyon County zoning ordinance, and only two, one-day or two-day garage-sales per Lot per calendar year are allowed.

Section 6. Owners at all times shall control the weeds on their Lots according to Canyon County ordinances and in a non-hazardous manner.

Section 7. Discharge or other use of a firearm is prohibited in the Subdivision.

Section 8. Temporary residences of any kind are prohibited in the Subdivision.

Section 9. Outdoor lighting (such as exterior, landscape, or porch lighting) shall be located, designed, installed and maintained so it is unobtrusive and not a nuisance.

Section 10. Operational motor vehicles, recreational vehicles, snow mobiles, motorcycles, ATVs, boats, tractors, farm implements, campers, trailers and other similar property may be stored to the side or rear of a dwelling if enclosed or screened from view.

Section 11. Motorized-vehicle use is for ingress-egress to Lots, agricultural purposes, and maintenance of Lots in conformance with these CC&Rs. Use of motorcycles, snowmobiles, ATVs, and other motorized-vehicles or remote-control devices on a Lot is allowed between 9:00 a.m. and 9:00 p.m. Track, racing or other similar use is prohibited.

Section 12. Outbuildings and other Structures. : No outbuilding or similar structure shall be constructed or erected without prior written approval by the Committee. Outbuildings and other structures shall be set back further from Roads and front Lot lines than the Residence on the Lot and meet all setback restrictions per the Canyon County Building code.

All outbuildings and other structures shall be constructed of quality building

materials, completely finished and/or painted on the outside and shall be of quality and character that is cohesive and in harmony with the other buildings on the Lot and on abutting Lots. Metal buildings are approved.

Section 13. Nuisance:. Generating or maintaining noxious, offensive or annoying odors, light, vibration or dust is prohibited on Lots. Light is “noxious, offensive or annoying” if it is unreasonably bright or causes an unreasonable glare. Sound is “noxious, offensive or annoying” if it is unreasonably loud or causes vibration.

Dilapidated, broken-down, inoperable or unsightly vehicles, trailers, equipment, debris or other rubbish are prohibited, unless enclosed or screened from view as approved in writing by the Committee.

Any condition prohibited by this Article shall be considered a nuisance, and the Association, or any Owner or group of owners may demand compliance with and enforcement of CC&Rs, including removal of a pet that becomes a nuisance or causes damage to property or harm to an individual.

Section 14. All buildings permits will be reviewed by the Middleton Rural Fire District and meet all applicable fire code ordinances.

ARTICLE VI

Association and Assessments

ASSOCIATION

Section 1. Declarant formed Stadium Subdivision No. 2 HOA, Inc. Declarant shall facilitate the Association’s first meeting of Lot Owners and election of a Board of Directors. Directors and Officers are not entitled to compensation for services performed pursuant to these CC&Rs or the Association’s articles of incorporation or bylaws.

Section 2. The Association is vested with the powers and charged with the duties prescribed by law and set forth in its articles of incorporation, bylaws and these CC&Rs, including the ability to employ such agents to perform its obligations. Neither the Association’s articles of incorporation or bylaws shall for any reason be amended or otherwise interpreted inconsistent with these CC&Rs.

Section 3. The address at which the Association receives mail may be changed by the Association, at which time the Association shall notify the Idaho Secretary of State's office.

Section 4. Each Owner automatically becomes a member of the Association. Membership in the Association automatically terminates upon the transfer of an individual's or entity's ownership interest in a Lot.

ASSESSMENT

Section 5. Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not expressed in such deed, is deemed to covenant, and agrees, to pay to the Association the following:

1. A One Hundred-fifty dollar (\$250) SET UP FEE payable at closing each time a Lot changes ownership. This fee may be waived by the Directors if there is no closing (such as gift or inheritance) and Lot ownership changes between parent and child or between siblings.
2. An initial, annual REGULAR ASSESSMENT of Two Hundred- fifty dollars (\$250) per Lot will be assessed to each lot, except Lots owned by Declarant. The amount of a regular assessment may be increased or decreased. The Board of Directors shall recommend assessment increases or decreases to the Owners at an Association meeting.
3. SPECIAL ASSESSMENTS for capital improvements, including repair or alteration of existing irrigation improvements or construction/installation of new improvements.
4. Regular and special assessment amounts and due dates (annually, quarterly, etc.) shall be as determined by Owners of a majority of Lots, one vote per Lot in compliance with the CC&Rs and having no unpaid assessments, penalties, collection costs or interest. Assessments shall not be waived.

Section 6. Unpaid Assessments.: Any assessment not paid within thirty (30) calendar days after the due date shall be assessed a penalty of one dollar \$1.00 per day from the date due until paid in full. Assessments and Directors may utilize any remedy available at law or in equity to collect past due assessments and penalties, including filing a lien against the Owner's real property. Penalties, costs of collection and interest at the legal rate established for judgments by the Idaho Supreme Court are hereby deemed part of the assessment.

IN WITNESS WHEREOF, the Declarant has executed this instrument on June 9TH, 2025.

DECLARANT



ACKNOWLEDGMENT

State of Idaho)

S.S.

County of Canyon)

On this 9TH day of JUNE, in the year of 2025, before me, a notary public in and for said State, personally appeared SPENCER W KOFOED, personally known by me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he is the owner of Tradition Custom Homes, Inc. and executed this instrument as owner of Tradition Custom Homes, Inc.

Notary Public Signature



Jacob Riley Thibault
Notary Public, State of Idaho
My Commission Expires 03/27/2029
Commission # 20231160

My Commission Expires 03/27/2029

Section 7. Use of Assessments.: Assessment income shall be used exclusively to administer association business and maintain association property, i.e. The Association may hire professionals to perform Association obligations, for example, trail maintenance, irrigation, accounting, legal, etc.

ARTICLE VII

Miscellaneous and General Provisions

Section 1. No Owner shall permit any use or condition on their Lot that is in violation of local, county, state or federal law or ordinance.

Section 2. Severability.: Invalidity of all or any portion of one of these CC&Rs by judgment or court order shall render the provision(s) or portion(s) thereof null and void, but shall not invalidate or affect other provisions or portions thereof, which shall remain in full force and effect.

Section 3. Amendment and Termination.: Until Declarant no longer has an ownership interest in any Subdivision Lot, Declarant reserves the right to amend this Declaration at Declarant's sole discretion and without a vote of other Lot owners. Afterward, these CC&Rs may be amended or terminated as determined by Owners of a majority of Lots, one vote per Lot in compliance with the CC&Rs and having no unpaid assessments, penalties, collection costs or interest. Amendment(s) to or termination of these CC&Rs must be in writing, signed by the Directors certifying that the amendment(s) or termination was approved by Owners as required, and filed for record at the Recorder's office in Canyon County, Idaho.

Section 4. All of provisions of these CC&Rs shall be deemed covenants running with the land, and shall be binding on and inure to the benefit of all individuals and entities now or hereafter having any right, title or interest to any Lot, which individuals and entities shall take subject to and be deemed to have agreed to and covenant with other Owners to comply with all of the provisions contained in these CC&Rs.

Section 5. Enforcement. The Declarant, Association, any Owner or group of Owners may enforce any of the provisions of these CC&Rs through mediation, arbitration or litigation.